

EXHIBIT A

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Updated: 5/10/2024



DEC 09 2024

ORLANDO & ASSOCIATES

By Far Entertainment

Saturday, April 20, 2024

EVENT CONTRACT

ACCOUNT: BYFAR Entertainment
CONTACT: Sean Des Vignes
ADDRESS:
EMAIL: byfarevents@yahoo.com
PHONE: 917-753-6229

SALES MANAGER: Hidayet Kilic
EMAIL: hkilic@aol.com
PHONE: 732-697-9500

OFFSITE INFORMATION

OFFSITE LOCATION: The Majesty Yacht
OFFSITE LOCATION CONTACT:
PHONE:
EMAIL:

MARINA/PIER ADDRESS: Brooklyn Army Terminal (BAT) TBD
DIRECTIONS/NOTES:

EVENT SUMMARY

Name	Date	Time	Event Type	Guests
By Far Entertainment	4/20/2024	12:00 pm - 4:00 pm	Music/Promoter	1350

SPECIAL INSTRUCTIONS

F&D Security -Flaco Johnson 347-792-1151

20 Security Guards

FOOD

Qty	Price	Total
1	\$55,000.00	\$55,000.00

Saturday Daytime Boarding 11:00am Sailing 12:00pm
Returning 4:00pm

ESTIMATED BILLING

	Total
Charter Fee	\$55,000.00
Subtotal	\$55,000.00
Grand Total	\$55,000.00

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Deposit (Wire Transfer (In Store))	Paid 3/13/2024 -\$11,000.00
Payment #20570031 (Wire Transfer (In Store))	Paid 3/5/2024 -\$5,500.00
Payment #20709985 (Wire Transfer (In Store))	Paid 3/27/2024 -\$11,000.00
Payment #20833070 (Wire Transfer (In Store))	Paid 3/20/2024 -\$11,000.00
Payment #20958241 (Wire Transfer (In Store))	Paid 3/28/2024 -\$11,000.00
Payment #21691513 (Wire Transfer (In Store))	Paid 5/10/2024 -\$5,000.00
Payment #21691529 (Wire Transfer (In Store))	Paid 4/20/2024 -\$500.00
Estimated Amount Due	\$0.00
Price Per Person	\$0.00



By Far Entertainment

Saturday, April 20, 2024

TERMS AND CONDITIONS

Charter Agreement

Date: 2/22/2024

Between **CORNUCOPIA CRUISE LINE** and **BYFAR Entertainment**

Address: _____ **Phone:** _____

Name of Yacht: The Majesty Yacht, Date of charter: Saturday, April 20, 2024 **Port of boarding:** BAT

Charter length: 4 Hours, **Number of Guests:** 1350 guests

Boarding starts at: 11:00 am Sailing at: 12:00 pm Returning by: 4:00 pm

Terms of Charter: Will include a 4 hour cruise & uniformed marine crew. Dockage at BAT - TBD. Ten percent of the total is due upon receipt of this contract as a deposit.

All Amounts shall be made payable to CORNUCOPIA CRUISE LINE All amounts shall not be refundable unless specified otherwise in this agreement, and must be paid in full no later than 14 business days prior to the event. In the event Charterer fails to pay any installment when due, CORNUCOPIA CRUISE LINE, at it's option may (i) terminate this agreement and retain any installment previously paid by the charterer and (i.e.) seek any other remedy to which CORNUCOPIA CRUISE LINE may be entitled.

Vessel and Service. CORNUCOPIA CRUISE LINE shall provide a qualified and fully licensed captain and crew for the vessel CORNUCOPIA CRUISE LINE and Charterer agrees to observe all federal, state, and municipal laws, ordinances and regulations pertaining to the use of the vessel and transportation of all passengers on board. Charterer further agrees that the vessel shall not be used to transport merchandise or engage in any trade. Charterer agrees to be guided by the captain of the vessel concerning the safe navigation of the vessel. If weather conditions, anchorages, and other factors, make it unsafe to navigate the vessel during the scheduled charter hours, the vessel shall not sail and the event will be held dockside, at the above named marina. There will be no refund or discount of any kind in such an event. Dockage and dockage fees are subject to change and availability. In the event that a marina cannot accommodate The Majesty Yacht , an alternate marina in as close proximity as is available will be substituted. CORNUCOPIA CRUISE LINE will provide Charterer with prior notice of such change as soon as reasonably practicable and the CORNUCOPIA CRUISE LINE agrees to incur any additional dockage fees only.

Vessel and Service. CORNUCOPIA CRUISE LINE shall provide a qualified and fully licensed captain and crew for the vessel. Charterer agrees to observe all federal, state, and municipal laws, ordinances and regulations pertaining to the use of the vessel and transportation of all passengers on board, outlined in the Code of Federal Regulations under The United States Coast Guard. Charterer further agrees that the vessel shall not be used to transport merchandise or engage in any trade. Charterer agrees to be guided by the captain of the vessel concerning the safe navigation of the vessel. If weather conditions, anchorages, and other factors, make it unsafe to navigate the vessel during the scheduled charter hours, the vessel shall not sail and the event will be held dockside, at the above named marina. There will be no refund or discount of any kind in such an event. Dockage and dockage fees are subject to change and availability. In the event that a marina cannot accommodate The Majesty Yacht , an alternate marina in as close proximity as is available will be substituted. CORNUCOPIA CRUISE LINE will provide Charterer with prior notice of such change as soon as reasonably practicable and the charterer agrees to incur any additional fees. Arrival and departure times can be delayed due to tidal restrictions at particular marinas. **Passenger Count.** Charterer shall, no later than fourteen days before the date on which they shall use the vessel, provide CORNUCOPIA CRUISE LINE with an advance guaranteed number of passengers, which cannot be less than the guaranteed minimum. The guaranteed minimum shall serve as the basis for all per passenger costs to be paid by the Charterer. The Majesty Yacht crew shall count at the gangway, the number of passengers boarding the vessel on the charter date. The passenger count shall be given to the Charterer prior to disembarkation and shall be final. To the extent the number of passengers exceeds the guaranteed minimum, Charterer shall pay for each such additional passenger at the per passenger rate agreed upon by the parties. CORNUCOPIA CRUISE LINE accepts no responsibility for the availability of food or service in the event that the number of passengers exceeds the final count as specified by the Charterer fourteen days prior to the event.

Indemnification. Both CORNUCOPIA CRUISE LINE and Charterer will indemnify, protect, defend and hold each other harmless against any and all loss, cost, damage, injury or expense, including without limitation, reasonable attorney's fees, wherever and howsoever arising which may be incurred, by reason of the use of the vessel by Charterer except such as may be the result of the sole negligence of CORNUCOPIA CRUISE LINE. CORNUCOPIA CRUISE LINE is not responsible for any lost, stolen or damaged property.

Successors and assigns. The rights and obligations of the parties hereunder shall inure to the benefit of and be binding and enforceable upon, the respectable successors, assigns and transferees of either party.

Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principle of conflict of laws thereof.

Drugs & Alcohol Restriction. Use or possession of illegal drugs, including marijuana, on board the vessel shall result in immediate termination of the charter with forfeiture of all moneys paid. Any passenger who the staff deems seriously impaired due to the consumption of alcohol will no longer be served alcoholic beverages.

Notices. Any notices required to be given pursuant hereunder shall be deemed to have been duly

Updated: 5/10/2024

given, two days after mailed or by actual delivery, to the addresses set forth above or to such other addresses as the parties may so notify.

Non-Waiver. No delay waiver, omission or forbearance on the part of any party hereto to exercise any right hereunder should constitute a waiver by such party to enforce such right at any time thereafter.

Severability. If any provision of this agreement is held to be invalid or unenforceable by a court or competent jurisdiction, this agreement shall be interpreted and enforced as if such provisions were not contained herein; the provisions of this agreement being severable in any such instance.

CANCELLATION: Regarding the Charter to take place on the date above written, if the Charterer cannot honor the charter agreement and wishes to cancel- all payments are Non Refundable – unless that date is rebooked with an event of equal value. There will be a \$1,000.00 service fee deducted from all refunds. All cancellation requests must be made in writing and delivered via, e-mail, fax or regular post mail. If the The Majesty Yacht Yacht is physically incapable of fulfilling her obligation due to unforeseen circumstances ie damage or mechanical failure, a suitable replacement will be found or the total will be refunded to the Charterer.

Miscellaneous NOTES: *Lighted tall candles, helium canisters & confetti or streamers of any kind will not be permitted on board The The Majesty Yacht Yacht.*

Additional Terms:

A minimum of guests and a maximum of guests will be permitted aboard the The Majesty Yacht Yacht. If we do not receive a deposit within two weeks after receipt of contract, then charterer forfeits date. The final balance is due 2 weeks prior to sailing. If the number of guests differs from the amount above written, price adjustments will be made to reflect the change. Should additional passengers arrive over and above the amount contracted for, at the time of boarding, charterer agrees to pay a per person charge as agreed upon by both parties, for each at that time. Final count of guests is due seven days prior to sailing date. All prices reflect a 3% discount for cash/check payments only. Credit card payments will incur a 3% facility processing fee.

In witness whereof, the supplier and Charterer has executed this agreement as of the day and year first above written.

Client Signature

Printed Name: Sean Des Vignes
Signed: 3/5/2024 at 10:33 am

Sean Des Vignes

This section reserved for staff signature